

BOYS FOOTBALL



GIRLS VOLLEYBALL

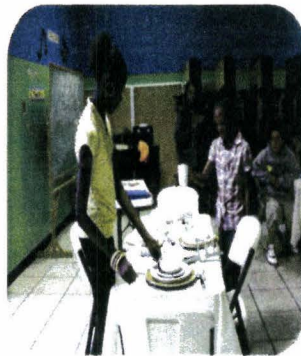


Other student activities

JOURNALISM CLASS



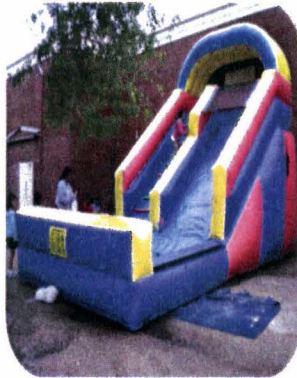
ETIQUETTE WORKSHOP



VALENTINE DANCE



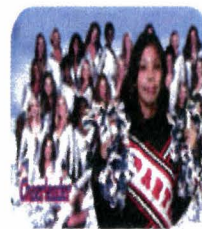
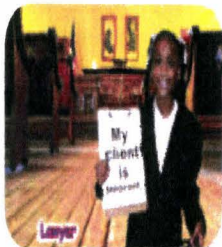
FALL FESTIVAL



CHRISTMAS PROGRAM



CAREER DAY



Graduating Classes



Kinder



5th Grade



8th Grade



TAKS TEST PROGRAM



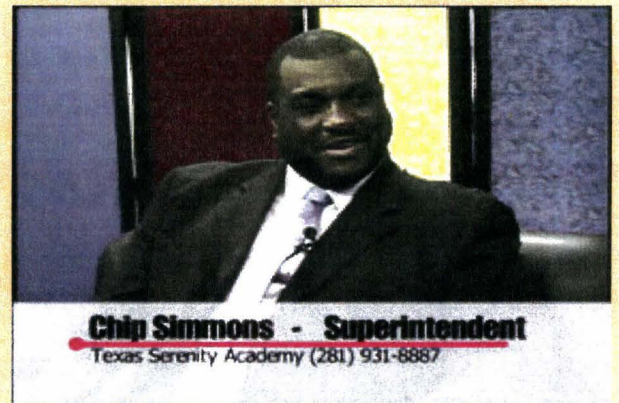
SCIENCE FAIR



Meet Some of Our Faculty & Staff

Diversity is a positive learning tool in an educational environment and we strive to have a faculty and staff that are reflective of our student population. We do not discriminate in our hiring process.

Faculty & Staff



Chip Simmons

Superintendent



Larry Jenkins
Asst. Superintendent



Michelle Foreman
Principal



Rosa Borrego
Kindergarten Teacher



Janice Johnson
Kindergarten Teacher



Marlene Hinton
1st Grade Teacher



Blanca Rodriguez
2nd Grade Teacher



Danielle Johnson
3rd Grade Teacher



Debra Rodriguez
Registrar's
Office/Substitute



Amanda Kuehn
5th Grade Teacher



Kelsan Shaw
6th - 8th Grade
Teacher



Georgia Williams
Math Teacher



Steven Glover
Technology Teacher



Cora Kare
Music & Spanish
Teacher



John Washington
P. E. Teacher

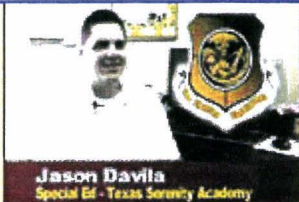


Phallen Lemons
Special Ed Teacher



Ms. Butler
4th Grade - Texas State Academy

Ms Butler
4th Grade Teacher



Jason Davila
Special Ed - Texas Serenity Academy

Jason Davila
Special Ed Teacher



Tia Boutte
Special Ed - Texas Serenity Academy

Tia Boutte
Special Ed Teacher



Rene Cuellar
4th Grade - Texas Serenity Academy

Rene Cuellar
4th Grade Teacher



Chris Newman
P.E. Teacher - Texas Serenity Academy

Chris Newman
P.E. Teacher

Date: July 25, 2012

Mr. Hagmon Simmons
Texas Serenity Academy
8500 Sweetwater
Houston, TX 77037

Dear Mr. Simmons:

This letter is in response to your request for documentation from me regarding SLD's (Schools and Library Division) decision to cut off funding for your school, Texas Serenity Academy (TSA) – Houston Campus. I also understand that they are seeking a refund of the monies already expended upon goods and services purchased for and in use by TSA since 2006.

As the service provider and, as far as I know, the only company to submit a bid to your publicly available Request for Prices (RFP) there is no way that you were unreasonably influenced to use my firm (Raynor Services, Inc.) as the contractor. Upon accepting my bid you sent it to SLD to determine the reasonableness of the pricing. SLD approved the pricing and the contract was awarded. I met with you and then assembled a team of local businesses to complete the work.

The work was done to your satisfaction and we were paid by SLD for the 90% and TSA for the 10%. Again I would like to state that there was no manipulation of the bid process. Everything was done in an above-board manner. Let me know if there is any additional information I can provide.

I have made the office of Congress Person Sheila Jackson Lee aware of this situation and hope that you do so also.

Sincerely,

Al Spinks

Al Spinks

11822 Guadalupe River Dr. • Houston, Texas 77067
Phone: 281-704-1724 • E-Mail: Al@asapresents.com

Date: July 25, 2012

Mr. Hagmon Simmons
Texas Serenity Academy
8500 Sweetwater
Houston, TX 77037

Dear Mr. Simmons:

This letter is in response to your request for documentation from me regarding SLD's (Schools and Library Division) decision to cut off funding for your school, Texas Serenity Academy (TSA) – Houston Campus. I also understand that they are seeking a refund of the monies already expended upon goods and services purchased for and in use by TSA since 2006.

As the service provider and, as far as I know, the only company to submit a bid to your publicly available Request for Prices (RFP) there is no way that you were unreasonably influenced to use my firm (Raynor Services, Inc.) as the contractor. Upon accepting my bid you sent it to SLD to determine the reasonableness of the pricing. SLD approved the pricing and the contract was awarded. I met with you and then assembled a team of local businesses to complete the work.

The work was done to your satisfaction and we were paid by SLD for the 90% and TSA for the 10%. Again I would like to state that there was no manipulation of the bid process. Everything was done in an above-board manner. Let me know if there is any additional information I can provide.

I have made the office of Congress Person Sheila Jackson Lee aware of this situation and hope that you do so also.

Sincerely,

Al Spinks

Notice of Dismissal

July 20, 2012

Hagmon Simmons
TEXAS SERENITY ACADEMY
8500 SWEETWATER
Houston, Texas 77037

Re: Notification of Dismissal of Applications Pursuant to the Red Light Rule

Application Numbers: 859956, 870143, 870199, 870536
Billed Entity: 16034288
Fund Year: 2012

The Schools and Libraries Division received your request, cited above, for a funding for the Schools and Libraries Universal Service Support Mechanism (E-Rate) holding FCC Registration Number 0014574271.

As required by 47 C.F.R. § 1.1910(a)(1), we reviewed our records and determined that as of 06/07/2012, you or an entity sharing the same Taxpayer Identification Number (TIN) is delinquent on the payment of a debt owed to the Universal Service Administrative Company (USAC) and/or the Federal Communications Commission.

Pursuant to 47 CFR § 1.1910(b), we issued a Notice of Withholding Action on 06/07/2012 explaining the nature of the debt(s) owed. As of the date of this letter, the debt has not been satisfied, and therefore the application listed above is dismissed and no funding will be provided for any of the funding requests included in that application.

Please be advised that any additional applications or requests for benefits from the FCC or its reporting components, including but not limited to support from the Universal Service Fund, payments from the Telecommunications Relay Services Fund, or the issuance of telephone numbers from the North American Numbering Plan Administrator, will be reviewed to determine if any delinquent debts are outstanding.

Sincerely,

Schools and Libraries Division
Universal Service Administrative Company

Cc: Evans Consulting, Cbeyond Communications, Advanced Network Systems, Comcast Business Communications, Sprint.

Facsimile: (888) 637-6226

E-mail: customerservice@bcd.usac.org

Sincerely,
Schools and Libraries Division
Universal Service Administrative Company

cc.: Evans Consulting, Cbeyond Communications, Advanced Network Systems, Comcast
Business Communications, Sprint.



Notice of Withholding of Action

June 07, 2012

Hagmon Simmons
TEXAS SERENITY ACADEMY
8500 SWEETWATER
Houston, Texas 77037

Re: Notification of Withholding of Action Pending Red Light Rule

Application Numbers: 859956, 870143, 870199, 870536
Billed Entity: 16034288
Fund Year: 2012

The Schools and Libraries Division received your request, cited above, for a funding for the Schools and Libraries Universal Service Support Mechanism (E-Rate) holding FCC Registration Number 0014574271.

As required by 47 C.F.R. § 1.1910(a)(1), we have reviewed our records and determined that as of 06/07/2012, you or an entity sharing the same Taxpayer Identification Number (TIN) is delinquent on the payment of a debt owed to the Universal Service Administrative Company (USAC):

TEXAS SERENITY ACADEMY \$106,621.46

Pursuant to 47 CFR § 1.1910(b) no further disbursements will be made until the complete debt owed to USAC and the FCC is satisfied and/or arrangements have been made to pay the delinquent debt. **If no payment is made within 30 days of the date of this letter, any pending applications and requests for benefits may be dismissed.** This means that any funding requests filed on the Form(s) 471 listed above will be denied.

Please be advised that any additional applications or requests for benefits from the FCC or its reporting components, including but not limited to support from the Universal Service Fund, payments from the Telecommunications Relay Services Fund, or the issuance of telephone numbers from the North American Numbering Plan Administrator, will be reviewed to determine if any delinquent debts are outstanding.

If you have any questions regarding the debt owed to USAC, please contact us at:

Address: USAC Billing Collections & Disbursement
Attention: Red Light Inquiries
2000 L Street, N.W., Suite 200
Washington, DC 20036

Telephone: (888) 641-8722

TRANSMISSION VERIFICATION REPORT

TIME : 07/24/2012 10:16
NAME : TEXAS SERENITY ACADE
FAX : 2819318887
TEL : 2819318887
SER.# : 000L7N285117

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

07/24 10:13
18882768736
00:03:17
13
OK
STANDARD
ECM

Texas Serenity Academy

262 North Sam Houston Parkway East, Suite 140
Houston, Texas 77060

Phone: 281-931-8887

Fax: 281-931-8034

Web Site:

www.texasserenityacademy.net

To:

Jackie

From:

Re:

Cc:

Fax:

1-888-276-8736

Date:

7-24-2012

Pages:

1 of 13

MAY
22-382-962
JUNE
22-2012
22-385-775
22-385-747
July 24, 2012
22-24-2012

☐ Urgent

☐ For review

☐ Please comment

☐ Please reply

☐ Please recycle

Hagmon Simmons
TEXAS SERENITY ACADEMY
8500 SWEETWATER
HOUSTON, TX 77037

ATTENTION!

BELOW ARE SEVERAL IMPORTANT CHANGES TO THE TEXT IN THE ACCOMPANYING LETTER

If sending payment by U. S. Postal Service or major courier service (e.g. Airborne, Federal Express, and UPS) please send check payment payable to:

Universal Service Administrative Company
c/o Bank of America
1075 Loop Road (105056)
Atlanta, GA 30337
Phone: 1-404-209-6377

Paragraph 2 of the letter is replaced in its entirety:

2. Unless we receive full payment, evidence that the debt is not owed, or a request for installment payment plan for repaying the outstanding debt within 30 days of the date of this letter (Demand Date), pursuant to the DCIA, you may incur additional charges and costs, and the debt may be transferred to the Secretary of Treasury (Treasury) for debt collection. The FCC has determined that the funds are owed to the United States pursuant to the provisions of 31 U.S.C. § 3701 and 47 U.S.C. § 254. Because the unpaid amount is a debt owed to the United States, we are required by the DCIA to impose interest and to inform you what may happen if you do not pay the full outstanding debt. Under the DCIA, the United States will charge interest from the date of this notice, and you will be required to pay the administrative costs of processing and handling a delinquent debt as set by the Treasury. The Treasury will impose additional charges (currently 28% of the debt). Additional information regarding the DCIA is available at 31 U.S.C. §§ 3701, 3711, 3716, 3717 and 3720B, the Federal Claims Collection Standards (e.g. 31 C.F.R. §900.1, et seq.) and 47 C.F.R. § 1.1901, et seq.

Paragraph 6 of the letter is replaced in its entirety:

6. You have an opportunity to request a written repayment agreement (which includes a Promissory Note) to pay the full amount of the debt. If due to financial hardship you are unable to pay the full amount of the past due invoice in a lump sum, you may contact our Customer Service Office to request an installment payment plan, which will require the payment of interest and execution of a promissory note. If you fail to pay the installment payment plan amount in full, plus accrued interest, penalties, and administrative charges, several administrative or judicial actions may result. First, your delinquent account information will be reported to credit bureaus, your account will be subject to administrative action by the FCC and the Treasury, including administrative offset, denial of certain federal benefits, withholding of action on any pending application (see 47 C.F.R. § 1.1910 (Red Light)), and referral to private collection attorneys. Next, we may refer the circumstances of your delinquency to the FCC's Enforcement Bureau for further action. Finally, your delinquent debt may be transferred to either the Treasury for further administrative collection or the DOJ for enforced collection.

To provide evidence that all or part of the Debt has been paid or request an installment payment plan, you may notify us in writing by mail or facsimile transmission at the following address and telephone number:

Schools and Libraries Division-
Correspondence Unit
30 Lanidex Plaza West, P.O. Box 685
Parsippany, NJ 07054-0685
Phone Number: 973-581-5395
Fax Number: 973-599-6582

Demand Payment Letter

SECOND REQUEST

(Funding Year 2007: July 1, 2007 - June 30, 2008)

June 7, 2012

Hagmon Simmons
TEXAS SERENITY ACADEMY
8500 SWEETWATER
HOUSTON, TX 77037

- PAST DUE NOTICE -

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR
ACCOUNT AND YOUR RIGHTS AND OBLIGATIONS UNDER LAW

Re: Form 471 Application Number:	581786
Funding Year:	2007
Applicant's Form Identifier:	TSAHIC4717
Billed Entity Number:	16034288
FCC Registration Number:	0014574271
SPIN:	143022999
Service Provider Name:	Raynor Services, Inc
Service Provider Contact Person:	Grafton Spinks
Payment Due By:	6/7/2012

You were recently sent a Demand Payment Letter informing you of the need to recover funds for the Funding Request Number(s) (FRNs) listed on the Funding Commitment Adjustment Report (Report) attached to this letter. Our records indicate that you have not responded to the Demand Payment Letter.

As of 06/07/2012, the debt is past due and delinquent.

THE FOLLOWING PROVISIONS CONTAIN IMPORTANT INFORMATION AND A DESCRIPTION OF LEGAL
RIGHTS, OBLIGATIONS, AND OPPORTUNITIES

1. Debtor is cautioned that failure to make the demanded payment or make other satisfactory arrangements will result in further sanctions, including, but not limited to, the initiation of proceedings to recover the outstanding debt, together with any applicable administrative charges, penalties, and interest pursuant to the provisions of the Debt Collection Act of 1982 (Public Law 97-365) and the Debt Collection Improvement Act of 1996 (Public Law 104-134), as amended (the DCIA), as set forth below.

2. If we do not receive full payment of the outstanding debt within 30 days of the date of this letter (Demand Date), pursuant to the DCIA, you may incur additional charges and costs, and the debt may be transferred to the Federal Communications Commission (Commission or FCC) and/or the United States Department of Treasury (Treasury) for debt collection. The FCC has determined that the funds are owed to the United States pursuant to the provisions of 31 U.S.C. § 3701 and 47 U.S.C. § 254. Because the unpaid amount is a debt owed to the United States, we are required by the DCIA to impose interest and to inform you what may happen

if you do not pay the full outstanding debt. Under the DCIA, the United States will charge interest from the date of this notice, you will be required to pay the administrative costs of processing and handling a delinquent debt as set by the Treasury (currently 18% of the debt), and you will be charged an additional penalty of 6% a year for any part of the debt that is more than 90 days past due. Interest on the outstanding debt (DCIA Interest) will be assessed at the published investment rate for the Treasury tax and loan accounts (Treasury Current Value of Funds Rate). If, however, you pay the full amount of the outstanding debt within 30 days of the Demand Date, the DCIA Interest will be waived. These requirements are set out at 31 U.S.C. § 3717.

3. When we transfer the debt (to the Commission or later to the Treasury), you may be subject to other administrative proceedings. Your failure to pay the debt may be reported to credit bureaus (see 31 U.S.C. § 3711(e)), the debt will be considered for administrative offset (see 31 U.S.C. § 3716), the debt may be further transferred to collection agencies (see 31 U.S.C. §§ 3711 & 3718), and also the debt may be referred to the United States Department of Justice or agency counsel for litigation. In that situation, you may be subject to additional administrative costs that result from the litigation. Moreover, pursuant to 31 U.S.C. §3720 (B), a person owing an outstanding non-tax debt that is in delinquent status shall not be eligible for Federal financial assistance. You should be aware that the discharge of any portion of the debt may be reported to the Internal Revenue Service as potential taxable income.

Opportunity of Inspection and Review

4. You have an opportunity to inspect and copy the invoices and the records pertinent to the debt. The Notification of Commitment Adjustment Letter constituted notice of your opportunity to appeal the validity of the debt.

Opportunity to Request Repayment Agreement

5. You have an opportunity to request a written repayment agreement (which includes a Promissory Note) to pay the full amount of the debt. In that case, however, you must first provide evidence that demonstrates financial inability to pay the debt in one payment. Your claim of financial inability to pay in one payment is subject to verification (see 31 C.F.R. § 901.8). If your request is approved for further processing, you will be required to execute a written agreement suitable to the Commission. You should be aware that repayment agreements regularly impose a number of obligations on the debtor, including additional administrative charges, audit obligations, and surety bond requirements. For more information on the obligations associated with repayment agreements, see "USAC Repayment Request Procedure"

<http://www.usac.org/fund-administration/contributors/paying-your-invoice/payment-extension-plans.aspx>.

If you desire to exercise any of the above described rights, you must do so in writing which must be delivered to and received at the address below within 30 (thirty) days of the Demand Date. Any required evidence must be submitted at the same time that you submit your request. Failure to provide the written request (and, as appropriate, the required evidence) within the stated time is a waiver of these opportunities.

You may notify us in writing by mail or facsimile transmission at the following address and telephone number:

Schools and Libraries Division - Program Compliance II,
Dept. 125 - Correspondence Unit,
100 South Jefferson Road,
Whippany, NJ 07981
Phone Number: 973-581-5395
Fax Number: 973-599-6582

If USAC has determined that both the applicant and the service provider are responsible for a program rule violation, then, pursuant to the Order on Reconsideration and Fourth Report and Order (FCC 04-181) (Fourth Report and Order), USAC will seek recovery of the improperly disbursed amount from BOTH parties and will continue to seek recovery until either or both parties have fully paid the debt. If USAC has determined that both the applicant and the service provider are responsible for a program rule violation, this will be indicated in the Funding Commitment Adjustment Explanation on the Funding Commitment Adjustment Report.

If USAC is attempting to collect all or part of the debt from both the applicant and the service provider, then you should work with your service provider to determine who will be repaying the debt to avoid duplicate payment. Please note, however, that the debt is the responsibility of both the applicant and service provider. Therefore, you are responsible for ensuring that the debt is paid in a timely manner.

Please remit payment for the full Funds to be Recovered from Applicant amount shown in the Report. To ensure that your payment is properly credited, please include a copy of the Report with your check. Make your check payable to the Universal Service Administrative Company (USAC).

If sending payment by U. S. Postal Service or major courier service (e.g. Airborne, Federal Express, and UPS) please send check payments to:

Bank of America
c/o Universal Service Administrative Company (105056)
1075 Loop Road
Atlanta, GA 30337
Phone 404-209-6377

If you are located in the Atlanta area and use a local messenger rather than a major courier service, please address and deliver the package to:

Universal Service Administrative Company
P.O. Box 105056
Atlanta, GA 30348-5056
Phone 404-209-6377

Local messenger service should deliver to the Lockbox Receiving Window at the above address.

PAYMENT MUST BE RETURNED IMMEDIATELY.

Complete program information is posted to the SLD section of the USAC web site at www.usac.org/sl/. You may also contact the SLD Technical Client Service Bureau by e-mail using the "Submit a Question" link on the SLD web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

Universal Service Administrative Company
Schools and Libraries Division

cc: *Grafton Spinks*
Raynor Services, Inc

**Funding Commitment Adjustment Report
for Form 471 Application Number: 581786**

Funding Request Number: 1621331
Services Id: INTERNAL CONNECTIONS
SPIN: 143022999
Service Provider Name: Raynor Services, Inc
Contract Number: 712206
Billing Account Number: N/A
Site Identifier: 16034288
Original Funding Commitment: \$107,205.11
Commitment Adjustment Amount: \$107,205.11
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date: \$106,621.46
Funds to be Recovered from Applicant: 1 \$106,621.46

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the review, it was determined that the applicants consultant had a relationship with a service provider, Raynor Services, Inc. and received finders fees from Raynor Services, Inc. in which a school selected them as their service provider. FCC rules require applicants to submit a FCC Form 470 to initiate the competitive bidding process and to conduct a fair and open process. Neither the applicant nor the applicants consultant should have a relationship with a service provider prior to the competitive bidding that would unfairly influence the outcome of a competition or would furnish the service provider with "inside" information or allow it to unfairly compete in any way. Since the consultant has engaged in an improper relationship with a selected service provider, which represents a conflict of interest and compromises the competitive bidding process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from both the applicant and service provider.

PLEASE SEND A COPY OF THIS PAGE WITH YOUR
CHECK TO ENSURE TIMELY PROCESSING

¹Please note that if the Funds to be Recovered from the Applicant is less than what was reported on the Notification of Commitment Adjustment Letter or the 1st Demand Payment Letter, it's because you have partially repaid the debt or because the Service Provider has partially repaid the debt.



Schools and Libraries Division

Demand Payment Letter

SECOND REQUEST

(Funding Year 2007: July 1, 2007 - June 30, 2008)

June 7, 2012

Grafton Spinks
Raynor Services, Inc
2868 Love Lane
Friendswood, TX 77546

- PAST DUE NOTICE -

**THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR
ACCOUNT AND YOUR RIGHTS AND OBLIGATIONS UNDER LAW**

Re: SPIN: 143022999
Form 471 Application Number: 581786
Funding Year: 2007
FCC Registration Number:
Applicant Name: TEXAS SERENITY ACADEMY
Billed Entity Number: 16034288
Applicant Contact Person: Hagmon Simmons
Payment Due By: 6/7/2012

You were recently sent a Demand Payment Letter informing you of the need to recover funds for the Funding Request Number(s) (FRNs) listed on the Funding Commitment Adjustment Report (Report) attached to this letter. Our records indicate that you have not responded to the Demand Payment Letter.

As of 6/7/2012, the debt is past due and delinquent.

**THE FOLLOWING PROVISIONS CONTAIN IMPORTANT INFORMATION AND A DESCRIPTION OF LEGAL
RIGHTS, OBLIGATIONS, AND OPPORTUNITIES**

1. Debtor is cautioned that failure to make the demanded payment or make other satisfactory arrangements will result in further sanctions, including, but not limited to, the initiation of proceedings to recover the outstanding debt, together with any applicable administrative charges, penalties, and interest pursuant to the provisions of the Debt Collection Act of 1982 (Public Law 97-365) and the Debt Collection Improvement Act of 1996 (Public Law 104-134), as amended (the DCIA), as set forth below.

2. If we do not receive full payment of the outstanding debt within 30 days of the date of this letter (Demand Date), pursuant to the DCIA, you may incur additional charges and costs, and the debt may be transferred to the Federal Communications Commission (Commission or FCC) and/or the United States Department of Treasury (Treasury) for debt collection. The FCC has determined that the funds are owed to the United States pursuant to the provisions of 31 U.S.C. § 3701 and 47 U.S.C. § 254. Because the unpaid amount is a debt owed to the United States, we are required by the DCIA to impose interest and to inform you what may happen

Schools and Libraries Division - Correspondence Unit
100 South Jefferson Road, P.O. Box 902, Whippany, NJ 07981

if you do not pay the full outstanding debt. Under the DCIA, the United States will charge interest from the date of this notice, you will be required to pay the administrative costs of processing and handling a delinquent debt as set by the Treasury (currently 18% of the debt), and you will be charged an additional penalty of 6% a year for any part of the debt that is more than 90 days past due. Interest on the outstanding debt (DCIA Interest) will be assessed at the published investment rate for the Treasury tax and loan accounts (Treasury Current Value of Funds Rate). If, however, you pay the full amount of the outstanding debt within 30 days of the Demand Date, the DCIA Interest will be waived. These requirements are set out at 31 U.S.C. § 3717.

3. When we transfer the debt (to the Commission or later to the Treasury), you may be subject to other administrative proceedings. Your failure to pay the debt may be reported to credit bureaus (see 31 U.S.C. § 3711(e)), the debt will be considered for administrative offset (see 31 U.S.C. § 3716), the debt may be further transferred to collection agencies (see 31 U.S.C. §§ 3711 & 3718), and also the debt may be referred to the United States Department of Justice or agency counsel for litigation. In that situation, you may be subject to additional administrative costs that result from the litigation. Moreover, pursuant to 31 U.S.C. § 3720 (B), a person owing an outstanding non-tax debt that is in delinquent status shall not be eligible for Federal financial assistance. You should be aware that the discharge of any portion of the debt may be reported to the Internal Revenue Service as potential taxable income.

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<http://www.usac.org/fund-administration/contributors/paying-your-invoice/payment-extension-plans.aspx>.

If you desire to exercise any of the above described rights, you must do so in writing which must be delivered to and received at the address below within 30 (thirty) days of the Demand Date. Any required evidence must be submitted at the same time that you submit your request. Failure to provide the written request (and, as appropriate, the required evidence) within the stated time is a waiver of these opportunities.

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Dept. 125 - Correspondence Unit,
100 South Jefferson Road,
Whippany, NJ 07981
Phone Number: 973-581-5395
Fax Number: 973-599-6582

If USAC has determined that both the applicant and the service provider are responsible for a program rule violation, then, pursuant to the Order on Reconsideration and Fourth Report and Order (FCC 04-181) (Fourth Report and Order), USAC will seek recovery of the improperly disbursed amount from BOTH parties and will continue to seek recovery until either or both parties have fully paid the debt. If USAC has determined that both the applicant and the service provider are responsible for a program rule violation, this will be indicated in the Funding Commitment Adjustment Explanation on the Funding Commitment Adjustment Report.

If USAC is attempting to collect all or part of the debt from both the applicant and the service provider, then you should work with the applicant to determine who will be repaying the debt to avoid duplicate payment. Please note, however, that the debt is the responsibility of both the applicant and service provider. Therefore, you are responsible for ensuring that the debt is paid in a timely manner.

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c/o Universal Service Administrative Company (105056)
1075 Loop Road
Atlanta, GA 30337
Phone 404-209-6377

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Universal Service Administrative Company
P.O. Box 105056
Atlanta, GA 30348-5056
Phone 404-209-6377

Local messenger service should deliver to the Lockbox Receiving Window at the above address.

PAYMENT MUST BE RETURNED IMMEDIATELY.

Complete program information is posted to the SLD section of the USAC web site at www.usac.org/sl/. You may also contact the SLD Technical Client Service Bureau by e-mail using the "Submit a Question" link on the SLD web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

Universal Service Administrative Company
Schools and Libraries Division

cc: Hagmon Simmons
TEXAS SERENITY ACADEMY

Funding Commitment Adjustment Report
for Form 471 Application Number: 581786

Funding Request Number:	1621331
Contract Number:	712206
Services Ordered:	INTERNAL CONNECTIONS
Billing Account Number:	N/A
Original Funding Commitment:	\$107,205.11
Commitment Adjustment Amount:	\$107,205.11
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$106,621.46
Funds to be Recovered from Service Provider : ¹	\$106,621.46
Funding Commitment Adjustment Explanation:	

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the review, it was determined that the applicants consultant had a relationship with a service provider, Raynor Services, Inc. and received finders fees from Raynor Services, Inc. in which a school selected them as their service provider. FCC rules require applicants to submit a FCC Form 470 to initiate the competitive bidding process and to conduct a fair and open process. Neither the applicant nor the applicants consultant should have a relationship with a service provider prior to the competitive bidding that would unfairly influence the outcome of a competition or would furnish the service provider with "inside" information or allow it to unfairly compete in any way. Since the consultant has engaged in an improper relationship with a selected service provider, which represents a conflict of interest and compromises the competitive bidding process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from both the applicant and service provider.

PLEASE SEND A COPY OF THIS PAGE WITH YOUR
CHECK TO ENSURE TIMELY PROCESSING

¹ Please note that if the Funds to be Recovered from the Service Provider is less than what was reported on the Notification of Commitment Adjustment Letter or the 1st Demand Payment Letter, it's because you have partially repaid the debt or because the applicant has partially repaid the debt.



Schools & Libraries Division

Demand Payment Letter

(Funding Year 2007: July 1, 2007 - June 30, 2008)

May 7, 2012

Hagmon Simmons
TEXAS SERENITY ACADEMY
8500 SWEETWATER
HOUSTON, TX 77037

Re: Form 471 Application Number: 581786
Funding Year: 2007
Applicant's Form Identifier: TSAHIC4717
Billed Entity Number: 16034288
FCC Registration Number: 0014574271
SPIN: 143022999
Service Provider Name: Raynor Services, Inc
Service Provider Contact Person: Grafton Spinks
Payment Due By: 6/6/2012

22-382-962

You were previously sent a Notification of Commitment Adjustment Letter informing you of the need to recover funds for the Funding Request Number(s) (FRNs) listed on the Funding Commitment Adjustment Report (Report) attached to the Notification of Commitment Adjustment Letter. A copy of that Report is attached to this letter.

The balance of this debt is due within 30 days from the date of this letter. Failure to pay the debt within 30 days from the date of this letter could result in interest, late payment fees, administrative charges, and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see "Red Light Frequently Asked Questions (FAQs)" posted on the FCC website at http://www.fcc.gov/debt_collection/faq.html.

If the Universal Service Administrative Company (USAC) has determined that both the applicant and the service provider are responsible for a Program rule violation, then, pursuant to the Order on Reconsideration and Fourth Report and Order (FCC 04-181), USAC will seek recovery of the improperly disbursed amount from BOTH parties and will continue to seek recovery until either or both parties have fully paid the debt. If USAC has determined that both the applicant and the service provider are responsible for a Program rule violation, this was indicated in the Funding Commitment Adjustment Explanation on the Funding Commitment Adjustment Report.